EXHIBIT 2

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

In re: PHARMACEUTICAL INDUSTRY AVERAGE WHOLESALE PRICE LITIGATION	MDL No. 1456
THIS DOCUMENT RELATES TO: *State of Nevada v. Abbott Labs., Inc. et al.*, CA No. 02-CV-00260-ECR (Nevada I), and *State of Nevada v. American Home Products, et al.*, CA No. 02-CV-12086-PBS (Nevada II)	Civil Action: 01-CV-12257-PBS Judge Patti B. Saris

DECLARATION OF SAMUEL LONERGAN IN OPPOSITION TO NEVADA'S MOTION FOR A PROTECTIVE ORDER RELATING TO DEFENDANTS' DEPOSITION SUBPOENA TO MGM MIRAGE

I, Samuel Lonergan, declare as follows:

1. I am associated with the law firm of Kaye Scholer LLP and I am one of the lawyers representing Novartis Pharmaceuticals Corporation in the above-captioned cases. I make this declaration in opposition to Plaintiff the State of Nevada's ("Plaintiff") Motion For A Protective Order Relating To Defendants' Deposition Subpoena To MGM Mirage, filed with this Court on August 8, 2006.

2. This declaration sets forth certain facts in opposition to Plaintiff's motion for a protective order.

A. FACTUAL

3. On November 14, 2005, Defendants served subpoenas pursuant to Fed. R. Civ. P. 45 for the production of documents on Mandalay Bay Resort & Casino; MGM Grand Hotel and Casino; and The Mirage Casino and Hotel, and on January 10, 2006, Defendants served subpoenas pursuant to Fed. R. Civ. P. 45 and 30(b)(6) noticing

depositions on these companies. All six subpoenas were served and noticed before fact discovery ended on March 31, 2006.

4. Through April 11, 2006, MGM Mirage, the corporate parent of Mandalay Bay Resort & Casino; MGM Grand Hotel and Casino; and The Mirage Casino and Hotel, produced documents and electronic data in response to these subpoenas.

5. On May 3, 2006, Defendants provided Plaintiff with copies of documents produced by MGM Mirage pursuant to the above-referenced subpoenas.

6. On May 12, 2006, Defendants attempted to begin discussions with Plaintiff regarding a stipulation as to the authenticity of the documents produced by MGM Mirage and other non-parties to these litigations.

7. On June 29, 2006, Defendants provided Plaintiff with a Proposed Stipulation Regarding Authentication and Admissibility of Certain Non-Party Documents, which specifically identified each of the documents and/or data produced by the non-parties that were the subject of the proposed stipulation.

8. On July 21, 2006, Plaintiff rejected Defendants' proposed stipulation, and with respect to the MGM Mirage documents that were the subject of the proposed stipulation, Plaintiff raised concerns regarding one document (*i.e.,* MGMM000476 - MGMM000508).

9. On July 25, 2006, Defendants informed Plaintiff that the deposition of an MGM Mirage designee had been scheduled for August 15, 2006.

10. During an August 8, 2006 meet and confer, Defendants offered to amend the proposed stipulation and to exclude from the set of MGM documents identified in the June 29, 2006 proposed stipulation the one MGM Mirage document for which Plaintiff had identified concerns (*i.e.*, MGMM000476 - MGMM000508). Plaintiff rejected this proposal, offered no counterproposal, and advised that it would seek a protective order.

11. With respect to Defendants' August 8, 2006, proposal to exclude the MGM Mirage document from the proposed stipulation, in an August 9, 2006, e-mail, Plaintiff's counsel stated that Defendants "had not asked to reopen that issue" during the August 8 meet and confer, and she was "not prepared to do [sic] discuss [the stipulation] as it had been many weeks since [she] had looked at the documents."

B. EXHIBITS

12. True and accurate copies of the November 14, 2005, and January 10, 2006, subpoenas served on Mandalay Bay Resort & Casino; MGM Grand Hotel and Casino; and The Mirage Casino and Hotel are attached hereto as Exhibit 1.

13. A true and accurate copy of April 11, 2006 Phyllis James e-mail to Samuel Lonergan is attached hereto as Exhibit 2.

14. A true and accurate copy of May 3, 2006 Samuel Lonergan letter to Jeniphr Breckenridge is attached hereto as Exhibit 3.

15. A true and accurate copy of May 12, 2006 Samuel Lonergan letter to Jeniphr Breckenridge is attached hereto as Exhibit 4.

16. A true and accurate copy of June 29, 2006 Samuel Lonergan letter to Jeniphr Breckenridge and attached Proposed Stipulation Regarding Authentication and Admissibility of Certain Non-Party Documents is attached hereto as Exhibit 5.

17. A true and accurate copy of July 21, 2006 Jeniphr Breckenridge letter to Samuel Lonergan is attached hereto as Exhibit 6.

18. A true and accurate copy of July 25, 2006 Samuel Lonergan letter to Phyllis James is attached hereto as Exhibit 7.

19. A true and accurate copy of July 25, 2006 Samuel Lonergan letter to Jeniphr Breckenridge is attached hereto as Exhibit 8.

20. A true and accurate copy of August 8, 2006 Samuel Lonergan letter to Jeniphr Breckenridge is attached hereto as Exhibit 9.

21. A true and accurate copy of August 9, 2006 Jeniphr Breckenridge e-mail to Samuel Lonergan is attached hereto as Exhibit 10.

I swear under the penalty of perjury under the laws of the State of New York and the United States of America that the foregoing is true and correct.

Dated: New York, New York
August 10, 2006

By: /s/ Samuel Lonergan
Samuel Lonergan
Kaye Scholer LLP
425 Park Avenue
New York, New York 10022
(212) 836-8000

CERTIFICATE OF SERVICE

I hereby certify that on August 10, 2006, I caused a true and correct copy of the foregoing, Declaration of Samuel Lonergan In Opposition to Nevada's Motion for a Protective Order Relating to Defendants' Deposition Subpoena to MGM Mirage, to be served on all counsel of record by electronic service pursuant to Case Management Order No. 2 in MDL No. 1456.

/s/ Samuel Lonergam

Samuel Lonergan
Kaye Scholer LLP
425 Park Avenue
New York, NY 10034

EXHIBIT 1

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

In re: PHARMACEUTICAL INDUSTRY AVERAGE WHOLESALE PRICE LITIGATION THIS DOCUMENT RELATES TO: STATE OF NEVADA v. ABBOTT LABORATORIES, ET AL., CA No. 02-CV-00260-ECR (Nevada I), and STATE OF NEVADA v. AMERICAN HOME PRODUCTS, ET AL., CA No. 02-CV-12086-PBS (Nevada II)	MDL No. 1456 Civil Action: 01-CV-12257-PBS Judge Patti B. Saris

NOTICE OF SUBPOENAS

TO: ALL COUNSEL OF RECORD

PLEASE TAKE NOTICE THAT pursuant to Rule 45 of the Federal Rules of Civil Procedure, Defendant Novartis Pharmaceuticals Company, by its attorneys, on behalf of themselves and all defendants in the above captioned case, has served the attached subpoenas upon (i) Southwest Airlines; (ii) SBC Communications; (iii) Mandalay Bay Resort & Casino; (iv) MGM Grand Hotel and Casino; and (v) The Mirage Casino and Hotel for production of the documents described in Schedule A to the subpoenas on December 12, 2005.

Dated: New York, New York
November 14, 2005

KAYE SCHOLER, LLP
By: Mark D. Godler
Mark D. Godler
Samuel N. Lonergan
425 Park Avenue
New York, New York 10022
(212) 836-8000
Attorneys for Defendant
Novartis Pharmaceuticals Company

AO 88 (Rev. 1/94) Subpoena in a Civil Case

Issued by the
UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

In re: PHARMACEUTICAL INDUSTRY AVERAGE WHOLESALE PRICE LITIGATION

THIS DOCUMENT RELATES TO:

STATE OF NEVADA v. ABBOTT LABORATORIES, ET AL., CA No. 02-CV-00260-ECR (Nevada I), and

STATE OF NEVADA v. AMERICAN HOME PRODUCTS, ET AL., CA No. 02-CV-12086-PBS (Nevada II)

SUBPOENA IN A CIVIL CASE

MDL No. 1456

Civil Action No. 01-CV-12257-PBS
Judge Patti B. Saris
(Case Pending in United States District Court, District of Massachusetts)

TO: Mandalay Bay Resort & Casino
(owned by MGM Mirage)
Agent: Corporation Trust Company of Nevada
6100 Neil Road, Suite 500
Reno, Nevada 89511

☐ YOU ARE COMMANDED to appear in the United States District Court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified above(list documents or objects):

See Exhibit A attached hereto

PLACE	DATE AND TIME
Molezzo Reporters 9460 Double R Blvd., #103 Reno, Nevada	December 12, 2005 1:00 p.m.

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)	DATE
for	NOV 14, 2005

Kelly A. Evans, Esq., 3800 Howard Hughes Parkway, Suite 1000 Las Vegas, Nevada 89109 Attorney for Novartis Pharmaceuticals

(See Rule 45, Federal Rules of Civil Procedure, Parts C & D on Reverse)

PROOF OF SERVICE

DATE PLACE

SERVED

SERVED ON (PRINT NAME) MANNER OF SERVICE

SERVED BY (PRINT NAME) TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____
DATE

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;
(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or
(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or
(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or
(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or
(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

SCHEDULE A

By its counsel, Novartis Pharmaceuticals Corporation, requests, pursuant to Rule 45 of the Federal Rules of Civil Procedure, that **Mandalay Bay Resort & Casino** produce the documents responsive to the requests listed below:

DEFINITIONS

1. "AMP" or "Average Manufacturer Price" shall have the meaning set forth in 42 U.S.C. § 1396r-8(k)(1).

2. "ASP" means average sales price.

3. "AWP" or "Average Wholesale Price" means the benchmark price for drugs as periodically published by one or more pharmaceuticals industry compendia, including the Drug Topics Red Book (the "Red Book"), American Druggist First Databank Annual Directory of Pharmaceuticals ("First DataBank"), Essential Directory of Pharmaceuticals (the "Blue Book") and Medi-Span's Master Drug Database ("Medi-Span").

4. "Auditor" means any independent entity that provides an independent, third-party audit review of any aspect of medical coverage or services provided by any health plan or health and welfare fund to any of its participants or beneficiaries.

5. "Benefit Consultant" means any person or entity that provides information, counsel, or advice to any health plan or health and welfare fund regarding any medical benefit or service provided by any health plan or health and welfare fund to any participant or beneficiary.

6. "Best Price" shall have the meaning ascribed to that term pursuant to 42 U.S.C. § 1396r-8(c)(1)(C).

7. "Communication" means any form of information transmittal, including, without limitation, letters, memoranda, electronic mail, voicemail, telegrams, invoices, telephone conversations, face-to-face meetings and other similar forms of communication or correspondence.

8. "Concern" and "concerning" mean directly or indirectly referring to, relating to, regarding, constituting, comprising, containing, setting forth, summarizing, reflecting, stating, describing, recording, noting, embodying, mentioning, studying, analyzing, evidencing, discussing, or evaluating.

9. "Copy" or "copies" when used in reference to a document means any color or black-and-white reproduction of a document, regardless of whether the reproduction is made by means of carbon paper pressure, sensitive paper, photostat, xerography, or other means or process.

10. "Defendants" means the Defendants identified in the Amended Complaint filed by the State on August 1, 2003 in *In re Pharm. Indus. Average Wholesale Price Litig.*, MDL NO. 1456, Civil Action No. 01-CV-12257-PBS, relating to *State of Nevada v. Am. Home Prods., Inc. et al.*, CA NO. 02-CV-12086-PBS (Nevada II), in the United States District Court for the District of Massachusetts, and the Amended Complaint filed by the State on October 31, 2003 in *State of Nevada v. Abbott Laboratories, Inc. et al.*, CA NO. CV-02-00260-ECR (Nevada I), in the Washoe County District Court. See Exhibit A for a complete list of Defendants.

11. "Document" shall be defined to the broadest extent permitted by Rule 34 of the Federal Rules of Civil Procedure and shall mean any kind of tangible material, whether written, recorded, microfilmed, microfiched, photographed, computerized, reduced to an electronic or magnetic impulse, or otherwise preserved or rendered, and including, but not

limited to, papers, agreements, contracts, notes, memoranda, electronic or computer-transmitted messages viewed via monitor, correspondence, letters, e-mails, facsimile transmissions, statements, invoices, record books, reports, studies, analyses, minutes, working papers, charts, graphs, drawings, calendars, appointment books, diaries, indices, tapes, summaries and/or notes regarding telephone conversations, personal conversations, interviews, and meetings, and any and all other written, printed, recorded, taped, typed, duplicated, reproduced or other tangible matter in Your possession, custody or control, including, all copies which are not identical to the originals, such as those bearing marginal comments, alterations, notes, or other notations not present on the original document as originally typed, written, or otherwise prepared.

12. "EAC" or "Estimated Acquisition Cost" shall have the meaning ascribed to that term pursuant to 42 C.F.R. § 447.301.

13. The terms "Health Care Financing Administration" ("HCFA") and "Centers for Medicare and Medicaid Services" ("CMS") shall mean and refer to the division for the United States Health and Human Services directly responsible for the administration of the Medicare and Medicaid programs.

14. "Identify" means, with respect to a natural person, to state all of the following information:

(a) His or her full name, any nickname or alias; and

(b) His or her present residence and business address, and if not known, his or her last known addresses and the last known dates thereof.

15. "Independent Practice Association" means any organized group of providers whose members provide health care to any participant and/or beneficiary.

16. "MAC" means Maximum Allowable Cost and includes the meaning ascribed to that term pursuant to 42 C.F.R. § 442.332.

17. "Mail order pharmacy" means an entity that resells drugs exclusively by mail to any participant and/or beneficiary.

18. "Manufacturer" means a company that manufactures pharmaceutical products, including, without limitation, the subject drugs (as defined below).

19. "PBM" or "pharmacy benefit manager" means any organization that provide administrative services in analyzing and processing prescription claims for pharmacy benefit and coverage programs, and that may establish payment levels for providers and negotiate rebates for the manufacturer.

20. The terms "participant" and "beneficiary" mean a person for whom a health plan or health and welfare fund provides any medical or health insurance benefit.

21. "Person" means any natural person or any business, legal, or governmental entity or association.

22. "Price" means any payment made for a drug with or without discounts, rebates or other incentives affecting the cost of the drug, including reimbursement of other parties for drug-related expenditures.

23. "Provider" means any non-government entity or program that reimburses any participant or beneficiary for drugs or health care services, including, but not limited to pharmacies, specialty pharmacies, physicians, health insurance companies, health maintenance organizations, preferred provider organizations, self insurance plans, health plans, union, and welfare and benefit funds; or any person to whom You or any other entity provides reimbursement for drugs dispensed to a participant or beneficiary.

24. "Publisher" means any pharmaceutical data publishing service, including but not limited to the Drug Topics Red Book ("Red Book"), American Druggist First Databank Annual Directory of Pharmaceuticals ("First Data Bank"), Essential Directory of Pharmaceuticals ("Blue Book"), and Medi-Span's Master Drug Database ("Medi-Span").

25. "State" refers collectively to the State of Nevada, any state office, agency, or body, including but not limited to the Office of the Attorney General, Medicaid Fraud Control Unit, the Office of the Inspector General, the Department of Public Health and Human Services, the Medicaid Program, the state legislature, legislative committees, all successors and predecessors, and officials, agents, employees, commissions, boards, divisions, departments, agencies, instrumentalities, administrators and other persons or entities acting on their behalf and/or involved in administering, overseeing, or monitoring any State program, including Medicaid, that provides reimbursement for pharmaceutical products.

26. "Subject drug" or "subject drugs" means one or more of drugs listed on Exhibit B hereto.

27. "Third party administrator" means any entity that provides administrative services to any health plan, health and welfare fund, or self-insured employers concerning any medical benefit provided to any participant or beneficiary.

28. "WAC" means wholesale acquisition cost or the list prices for sales by manufacturers to wholesalers.

29. "Wholesaler" means any entity that purchases subject drugs from a manufacturer and resells such drugs to any other entity.

30. "You" or "Your" means **Mandalay Bay Resort & Casino** and any of its past or present trustees, officials, officers, fiduciaries, representatives, agents, assigns, attorneys,

employees, divisions, departments, affiliates, and all other persons or entities acting or purporting to act on its behalf or under its control.

INSTRUCTIONS

1. Unless otherwise specifically stated, the requests below refer to the time period from January 1, 1991 to the present.

2. The singular form of a noun or pronoun shall include within its meaning the plural form of the noun or pronoun and vice versa; the masculine form of a pronoun shall include within its meaning the feminine form of the pronoun and vice versa; and the use of any tense of any verb shall include within its meaning all other tenses of the verb.

3. "And" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the request any information that might otherwise be construed to be outside its scope; and the terms "each," "any" and "all" mean "each and every."

4. Each request for production of documents extends to all documents in the possession, custody, or control of You or anyone acting on Your behalf. A document is to be deemed in Your possession, custody, or control if it is in Your physical custody, or if it is in the physical custody of any other person and You (a) own such document in whole or in part; (b) have a right, by contract, statute, or otherwise, to use, inspect, examine, or copy such document on any terms; (c) have an understanding, express or implied, that You may use, inspect, examine, or copy such document on any terms; or (d) have, as a practical matter, been able to use, inspect, examine, or copy such document when You sought to do so.

5. If production is requested of a document that is no longer in Your possession, custody, or control, Your response should state when the document was most recently in Your possession, custody, or control, how the document was disposed of, and the

identity of the person, if any, presently in possession, custody, or control of such document. If the document has been destroyed, state the reason for its destruction.

6. Provide the following information for each document withheld on the grounds of privilege:

(a) its date;

(b) its title;

(c) its author;

(d) its addressee(s);

(e) the specific privilege under which it is withheld;

(f) its general subject matter; and

(g) a description of it that You contend is adequate to support Your contention that it is privileged.

7. These requests for production of documents are continuing in nature pursuant to Rule 26 of the Federal Rules of Civil Procedure so as to require, whenever necessary, continuing production and supplementation of responses between the initial date for production set forth above and the time of trial.

8. The documents produced must be produced as they are kept in the usual course of business or organized and labeled to correspond with the request number to which the documents are responsive.

9. To the extent that You consider any of the following requests for production of documents objectionable, please respond to the remainder of the production request, and separately state the part of each request to which You object and each ground for each objection.

DOCUMENTS TO BE PRODUCED

1. All documents concerning any communications with the State, including counsel for the State, concerning reimbursement, payment or prices of any subject drug.

2. All documents concerning or reflecting any definition or meaning of AWP.

3. All documents concerning or reflecting any definition or meaning of WAC.

4. All documents that reflect, discuss, memorialize, or otherwise concern Your setting of reimbursement or payment rates in the State for any subject drug.

5. All documents and data that You or someone acting on Your behalf relied upon in setting reimbursement or payment rates in the State for any subject drug.

6. All minutes from meetings where reimbursement or payment for subject drugs in the State was discussed, including meetings where the setting of reimbursement or payment rates was discussed.

7. All documents concerning or reflecting the costs to providers of any subject drug in the State.

8. All documents concerning or reflecting the amounts You reimburse providers for any subject drug in the State.

9. All documents concerning or reflecting any difference between the costs to providers of any subject drug and the amounts You reimburse providers for such subject drug in the State.

10. All documents concerning or reflecting Your awareness that the costs to providers of subject drugs are different from the amounts You reimburse providers for subject drugs in the State.

11. All transaction records maintained in a database or other electronic format concerning amounts reimbursed or paid by You for subject drugs in the State.

12. All transaction records maintained in a database or other electronic format concerning rebates or discounts received by You for subject drugs in the State.

13. All documents concerning Your claims processing policies and procedures.

14. All documents reflecting any payments made by You that were based in whole or in part on the AWP of any subject drug in the State.

15. All documents reflecting any payments made by You that were based in whole or in part on a reimbursement benchmark other than AWP for any subject drug in the State.

16. All documents concerning any communications between You and providers concerning reimbursement, payment or prices of any subject drug in the State.

17. All documents concerning any requests by You for any information concerning the prices, costs, or reimbursement for subject drugs in the State, including but not limited to contracts, memoranda of understanding, agreements, provider contracts, or communications concerning the calculation, monitoring, tracking, processing, or payment of claims for subject drugs in the State.

18. All documents concerning Your decision to rely on, reliance on, or use of drug pricing information published by any publisher for any subject drug in the State.

19. All documents created by or received from any publisher, including but not limited to drug pricing information, and communications, memoranda, contracts or agreements between You and any publisher regarding any subject drug in the State.

20. All documents concerning or referring to any difference between an AWP, or any other reimbursement benchmark, and an actual payment by You or anyone else for any subject drug in the State.

21. To the extent not otherwise produced, all documents concerning AWP, AMP, WAC, MAC (including, but not limited to, all MAC lists), EAC, Best Price or any other drug pricing, payment or reimbursement information for any subject drug.

22. All documents concerning Your potential or actual contractual relationships with PBMs, third party administrators, benefit consultants, auditors, wholesalers, manufacturers, insurers, independent practice associations, retailers, mail order pharmacies, providers, trade associations, or lobbyists, insofar as they cover reimbursement, purchasing, or expenditures of subject drugs in the State, including but not limited to, master agreements, addenda, schedules, attachments, requests for proposal, responses to requests for proposal, invoices, evidence of payments, performance reports, presentations, rebates, audit reports, drug cost models, annual client reviews and correspondence.

23. Documents sufficient to identify all persons involved in negotiation of contractual relationships with PBMs, third party administrators, benefit consultants, auditors, wholesalers, manufacturers, independent practice associations or providers insofar as they cover any subject drug in the State.

24. All documents concerning any profit or loss or expenditure analysis You have performed or received concerning Your reimbursement or payment for any subject drug in the State.

25. All documents concerning any internal or external, formal or informal, investigations, studies, research, comparisons, assessments, analyses, reviews or audits regarding

drug pricing or reimbursement or payment amounts or rates for any subject drug in the State, including but not limited to audits of You, vendors, providers or third party administrators, as well as any documents concerning any actions taken or considered by You in response to or following such investigations, etc., and documents concerning any consideration of the effect of such reimbursement amounts or rates on beneficiary access.

26. All documents concerning any communications with any state or federal government entity made by You or on Your behalf that refer to or concern AWP.

27. All documents created by or received from CMS, United States Department of Health and Human Services, The Health and Human Services Office of the Inspector General, the General Accounting Office, Congress or any other federal or state institution, agency, department, or office concerning prices, costs, or reimbursement for pharmaceutical products.

28. All documents provided to CMS, United States Department of Health and Human Services, the Department of Health and Human Services Office of the Inspector General, the General Accounting Office, Congress, or any other federal or state institution, agency, department, or office regarding the pricing of any subject drug in the State.

29. All documents produced by You in any litigation, government investigation or inquiry concerning the use of AWP in Medicare, Medicaid or private reimbursement.

30. All documents concerning any communications with PBMs, third party administrators, benefits consultants, auditors, wholesalers, manufacturers, independent practice associations, mail order pharmacies or providers concerning AWP, or the limiting, containing or controlling costs of prescription drugs or the reimbursement for subject drugs in the State.

31. All documents concerning any communications with any trade group, trade association or trade organization, including but not limited to, the Human Resources Policy

Association, the Self-Insurance Institute of America, Inc., or the International Foundation of Employee Benefit Plans, concerning AWP, the limiting, containing or controlling costs of prescription drugs or the reimbursement for subject drugs in the State.

32. All documents concerning any communications with any other person or entity concerning AWP, the limiting, containing or controlling the cost of prescription drugs or the reimbursement for subject drugs in the State.

33. All documents, including correspondence, that report, discuss, or evaluate the existence and magnitude of undisclosed discounts or rebates from manufacturers.

34. All documents concerning the profitability of a person in the pharmaceutical distribution chain, including, but not limited to, manufacturers, wholesalers, distributors, PBMs, insurers, third party administrators, independent practice associations, and providers.

35. All documents concerning Your use of pharmacy benefit consultants.

36. All documents concerning Your use of pharmacy benefit managers.

37. All documents consisting of, referring or concerning requests for proposal and responses to requests for proposal requested from or submitted by any PBM or third party administrator for any subject drug in the State.

38. All documents that analyze, predict, or compare the financial consequences of self-insuring versus insuring through a third party.

39. All rebate reports received from any PBM or third party administrator for any subject drug in the State.

40. All utilization reports received from any PBM or third party administrator for any subject drug in the State .

41. All documents concerning any legislative or administrative efforts to alter or change pharmaceutical reimbursement.

42. All current and historical organizational charts or similar document(s) that identify Your employees involved or in any way responsible for the administration or oversight of Your prescription drug reimbursement program in the State, including but not limited to all directors or similar officials.

EXHIBIT A

Abbott Laboratories Inc.

Amgen Inc.

Apothecon, Inc.

Astrazeneca Pharmaceuticals L.P.

Astrazeneca US

Aventis Behring L.L.C.

Aventis Pharmaceuticals Inc.

Baxter Healthcare Corporation

Baxter International Inc.

Bayer Corp.

Bedford Laboratories

Ben Venue Laboratories Inc.

Boehringer Ingelheim Corp.

Bristol-Myers Squibb Company

B. Braun of America, Inc.

Centocor, Inc.

Dey, Inc.

Fujisawa Healthcare, Inc.

Fujisawa USA, Inc.

Gensia, Inc.

Gensia Sicor Pharmaceuticals, Inc.

GlaxoWellcome, Inc.

GlaxoSmithKline, P.L.C.

Hoechst Marion Roussel, Inc.

Immunex Corp.

Janssen Pharmaceutica Products, L.P.

Johnson & Johnson

McNeil-PPC, Inc.

Novartis Pharmaceuticals Corp.

Oncology Therapeutics Network Corp.

Ortho Biotech

Pfizer, Inc.

Pharmacia Corp.

Pharmacia & Upjohn, Inc.

Schering-Plough Corp.

Sicor, Inc.

SmithKline Beecham Corp.

TAP Pharmaceutical Products, Inc.

Warrick Pharmaceuticals Corp.

Watson Pharmaceuticals, Inc.

Zeneca, Inc..

EXHIBIT B

ALL DRUGS LISTED BELOW ARE SUBJECT TO THESE DISCOVERY REQUESTS

Drug Name
Acetylcyst
Acyclovir
A-Methapred
Amikacin
Amikacin Sul
Aminosyn
Biaxin
Calcijex
Cimetidine
Clindamycin
Depakote
Depakote SPR
Dextrose
Dextrose w/ Sodium Chloride
Diazepam
Ery-Tab
Erythromycin Cap
Erythromycin Tab BS
Fentanyl CIT
Furosemide
Gentamicin
Heparin Lock
Leucovor CA
Lorazepam
Prevacid CAP
Prevacid GRA
Sod Chloride
Sodium Chloride SOL
Tobra/Nacl
Tobramycin
Vancomycin
Beconase AQ SPR
Flonase SPR
Serevent AER
Serevent AER INS
Serevent AER RF
Serevent DIS MIS
Aranesp

Drug Name
Enbrel
Epogen
Kineret
Neulasta
Neupogen
Accolate
Arimidex
Casodex
Diprivan
Nolvadex
Seroquel
Zestril
Zoladex
Zomig
Zomig ZMT
Atacand
Atacand HCT
Entocort EC
Nexium
Prilosec
Pulmicort INH
Pulmicort SUS
Rhinocort AER
Rhinocort SUS
Toprol XL
Allegra
Allegra-D
Amaryl
Anzemet
Arava
Azmacourt
Calcimar
Carafate
Cardizem CAP
Cardizem INJ
Cardizem TAB
Gammar PIV
Gammar-P IV
Intal
Intal INH
Nasacort
Nasacort AQ

Drug Name
Taxotere
Trental
Dextrose
Dextrose FL CONT
Dextrose NACL
Dextrose SOL LR
Heparin SOD/D5W
Heparin SOD/NACL
Sodium Chloride
Sodium Chloride SOL IRR
Aggrastat
Ativan
Bebulin VH
Brevibloc
Brevibloc SOL
Buminate
Cisplatin
Claforan/D5W
Dextrose
Dextrose PGBK
Doxorubicin
Gammagard SD
Gentam/NACL
Gentran 40
Gentran 75
Gentran/Trav
Heparin Lock
Iveegam
Iveegam EN
Osmitrol
Osmitrol VFX
Recombinate
Sod Chloride
Sodium Chlor Sol
Travasol
Travasol w/Dextrose
Vancocin HCL
Vancocin/DEX
Cipro
Cipro Cystit Tab
Cipro I.V.

Drug Name
Cipro XR
DTIC-DOME
Gamimune N
Koate-HP
Kogenate
Kogenate FS SOL
Mithracin
Acyclovir Sodium
Amikacin Sulfate
Cytarabine
Etoposide
Leucovorin Calcium
Paraplatin
Blenoxane
Cytoxan
Etopophos
Rubex
Taxol
Vepesid
Videx EC
Avapro
Buspar
Cefzil
Glucophage
Clucovance
Monopril
Plavix
Serzone
Tequin
Coumadin
Amikacin Sulfate
Amphotercin B
Acyclovir Sodium
Amikacin Sulfate
Cytarabine
Doxorubicin HCL
Etoposide
Leucovor CA
Leucovor CA TAB
Lecovorin Calcium 50 MG

Drug Name
Methotrexate
Methotrexate Sodium
Mitomycin
Vinblastine Sulfate
Amerge
Imitrex
Imitrex KIT
Imitrex SPR
Imitrex TAB
Zofran SOL
Zofran TAB
Zofran ODT
Acetylcysteine
Albuterol AER
Albuterol NEB
Cromolyn SOD NEB
Ipratropium SOL INHAL
Metaproteren NEB
Aristocort
Aristocort TAB
Aristocort A CRE
Aristocort A OIN
Aristospan
Cefizox
Cefizox/D5W
Cyclocort CRE
Cyclocort LOT
Cyclocort OIN
Lyphosin
Nebupent or Pentam 300
Prograf CAP
Prograf
Vinblastine Sulfate
Acyclovir Sodium
Dexamethasone Sodium Phosphate
Doxorubicin Hydrochloride
Fluorouracil
Gentamicin Sulfate
Amikacin Sulfate
Amphotercin B

Drug Name
Etoposide
Leucovorin Calcium
Advair Disku MIS
Agenerase CAP
Agenerase SOL
Alkeran
Alkeran TAB
Ceftin SUS
Ceftin TAB
Combivir TAB
Daraprim TAB
Epivir SOL
Epivir TAB
Epivir HBV SOL
Epivir HBV TAB
Flovent AER
Flovent ROTA AER
Imitrex
Kytril
Kytril TAB
Lamictal CHW
Lamictal TAB
Lanoxin TAB
Lanoxin PED ELX
Leukeran TAB
Mepron SUS
Myleran TAB
Navelbine INJ
Paxil SUS
Paxil TAB
Paxil CR TAB
Purinethol TAB
Relenza MIS DISKHALE
Retrovir CAP
Retrovir
Retrovir SYP
Retrovir TAB
Thioguanine TAB
Trizivir TAB
Valtrex TAB
Ventolin HFA AER
Wellbutrin TAB
Zantac TAB

Drug Name
Ziagen SOL
Ziagen TAB
Zofran TAB
Zovirax CAP
Zovirax
Zovirax SUS
Zovirax TAB
Zyban TAB
Leucovorin CA
Leucovorin CA TAB
Leukine
Methotrexate
Novatrone
Thioplex
Remicade
Aciphex TAB
Duragesic DIS
Reminyl SOL
Reminyl TAB
Risperdal SOL
Risperdal TAB
Sporanox CAP
Sporanox CAP PULSEPAK
Bicitra SOL
Elmiron CAP
Haldol
Haldol Decan
Levaquin TAB
Mycelex TRO
Pancrease CAP
Pancrease MT CAP
Parafon Fort TAB DSC
Polycitra SYP
Polycitra-K POW CRYSTALS
Polycitra-K SOL
Polycitra-LC SOL
Regranex GEL
Testoderm DIS
Tolectin TAB
Tolectin DS CAP
Topamax CAP
Topamax TAB

Drug Name
Tylenol/Cod TAB
Tylox CAP
Ultracet TAB
Ultram TAM
Urispas TAB
Vascor TAB
Flexeril TAB
Clozaril TAB
Combipatch DIS
Comtan TAB
Diovan
Diovan HCT
Elidel
Estraderm DIS
Exelon CAP
Exelon SOL
Famvir
Femara TAB
Focalin
Lamisil SPR
Lamisil TAB
Lamprene CAP
Lescol CAP
Lescol XL TAB
Lotensin TAB
Lotensin HCT TAB
Lotrel CAP
Miacalcin INJ
Miacalcin SPR
Parlodel CAP
Parlodel TAB
Rescula
Ritalin TAB
Ritalin LA CAP
Starlix TAB
Tegretol CHW
Tegretol SUS
Tegretol TAB
Tegretol XR TAB
Trileptal TAB
Vivelle DIS
Vivelle-DOT DIS
Voltaren Opthalmic

Drug Name
Zaditor
Zelnorm
Floxin TAB
Terazol 3 CRE
Terazol 3 SUP
Terazol 7 CRE
Procrit INJ
Erycette PAD
Grifulvin V SUS
Grifulvin V TAB
Monistat CRE DERM
Renova CRE
Retin-A CRE
Retin-A GEL
Retin-A CRE LIQ
Retin-A MICR GEL
Spectazole CRE
Accupril TAB
Accuretic TAB
Cardura TAB
Celontin CAP
Dilantin CAP
Dilantin CHW
Dilantin-125 SUS
Estrostep FE TAB
Femhrt 1/5 TAB
Lipitor TAB
Lopid TAB
Minizide CAP
Nardil TAB
Neurontin CAP
Neurontin SOL
Neurontin TAB
Nitrostat SUB
Renese TAB
Rescriptor TAB
Viracept POW
Viracept TAB
Zarontin CAP
Zarontin SYP
Zithromax
Zithromax POW

Drug Name
Zithromax SUS
Zithromax TAB
Zithromax TAB TRI-PAK
Zithromax TAB Z-PAK
Zoloft CON
Zoloft TAB
Zyrtec SYP
Zyrtec TAB
Adriamyc PFS INJ
Adriamyc RDF INJ
Adrucil INJ
Amphocin INJ
Amphotercin B
Bleomycin Sulfate
Celebrex CAP
Cleocin-T GEL
Cleocin-T LOT
Cleocin-T PAD
Cleocin-T SOL
Cytarabine (Cytosar-U)
Depo-Testost INJ
Etoposide
Neosar INJ
Solu-Cortef INJ
Solu-Medrol INJ
ToposarINJ
Vincasar PFS INJ
Cellcept CAP
Cellcept SUS
Cellcept TAB
Cellcept IV INJ
Kytril INJ
Kytril SOL
Kytril TAB
Clarinex TAB
Claritin SYP
Claritin TAB
Claritin TAB REDITABS
Claritin-D TAB
Diprolene GEL
Diprolene LOT

Drug Name
Diprolene OIN
Diprolene AF CRE
Diprosone AER
Diprosone CRE
Elocon CRE
Elocon LOT
Elocon OIN
Eulexin CAP
Integrilin INJ
Intron-A INJ
Intron-A INJ PEN
Intron-A KIT
Lotrisone LOT
Nasonex SPR
Peg-Intron KIT
Proventil AER
Proventil NEB
Rebetol CAP
Temodar CAP
Trinalin Rep TAB CR
Vanceril
Albuterol
Clotrimazole
Griseofulvin, Ultramicrocry
ISMN
Oxaprozin
Perphenazine
Potassium Chloride
Sodium Chloride
Sulcrafate Tablets
Theophylline
Acyclovir Sodium
Amikacin Sulfate
Doxorubicin HCL
Etoposide
Leucovorin Calcium
Pentamidine Isethionate
Tobramycin Sulfate
Prevacid
Dexamethasone Acetate

Drug Name
Dexamethasone Sodium Phospate
Diazepam TAB
Diazepam CI-V
Estradiol TAB
Ferrlecit SOL
Fluphenazine HCL
Gemfibrozil
Gentamicin Sulfate
Imipramine HCL
Infed
Lorazepam TAB
Nadolol
Perphenazine
Propranolol TAB
Ranitidine TAB
Vancomycin HCL
Verapamil HCL

CERTIFICATE OF SERVICE

I, Mark D. Godler, hereby certify that on November 14, 2005, I have caused a true and correct copy of the foregoing subpoena to SBC Communications; Southwest Airlines; Mandalay Bay Resort & Casino; MGM Grand Hotel and Casino; and The Mirage Casino and Hotel to be served on all counsel of record by electronic service, pursuant to Paragraph 11 of the Case Management Order No. 2, by sending a copy to Lexis/Nexis for posting and notification to all parties.

Date: New York, New York
November 14, 2005

Mark D. Godler

Mark D. Godler

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

In re: PHARMACEUTICAL INDUSTRY AVERAGE WHOLESALE PRICE LITIGATION THIS DOCUMENT RELATES TO: STATE OF NEVADA v. ABBOTT LABORATORIES, ET AL., CA No. 02-CV-00260-ECR (Nevada I), and STATE OF NEVADA v. AMERICAN HOME PRODUCTS, ET AL., CA No. 02-CV-12086-PBS (Nevada II)	MDL No. 1456 Civil Action: 01-CV-12257-PBS Judge Patti B. Saris

NOTICE OF SUBPOENAS

TO: ALL COUNSEL OF RECORD

PLEASE TAKE NOTICE THAT pursuant to Rule 45 of the Federal Rules of Civil Procedure, Defendant Novartis Pharmaceuticals Company, by its attorneys, on behalf of themselves and all defendants in the above captioned case, has served the attached subpoenas upon (i) Southwest Airlines; (ii) SBC Communications; (iii) Mandalay Bay Resort & Casino; (iv) MGM Grand Hotel and Casino; and (v) The Mirage Casino and Hotel for production of the documents described in Schedule A to the subpoenas on December 12, 2005.

Dated: New York, New York
November 14, 2005

KAYE SCHOLER, LLP
By: Mark D. Godler
Mark D. Godler
Samuel N. Lonergan
425 Park Avenue
New York, New York 10022
(212) 836-8000
Attorneys for Defendant
Novartis Pharmaceuticals Company

Issued by the
UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

In re: PHARMACEUTICAL INDUSTRY AVERAGE WHOLESALE PRICE LITIGATION

THIS DOCUMENT RELATES TO:

STATE OF NEVADA v. ABBOTT LABORATORIES, ET AL., CA No. 02-CV-00260-ECR (Nevada I), and

STATE OF NEVADA v. AMERICAN HOME PRODUCTS, ET AL., CA No. 02-CV-12086-PBS (Nevada II)

SUBPOENA IN A CIVIL CASE

MDL No. 1456

Civil Action No. 01-CV-12257-PBS
Judge Patti B. Saris
(Case Pending in United States District Court, District of Massachusetts)

TO: MGM Grand Hotel and Casino
(owned by MGM Mirage)
Agent: Corporation Trust Company of Nevada
6100 Neil Road, Suite 500
Reno, Nevada 89511

☐ YOU ARE COMMANDED to appear in the United States District Court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified above(list documents or objects):

See Exhibit A attached hereto

PLACE	DATE AND TIME
Molezzo Reporters 9460 Double R Blvd., #103 Reno, Nevada	December 12, 2005 11:00 a.m.

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)	DATE
POC:	NOV 14, 2005

Kelly A. Evans, Esq., 3800 Howard Hughes Parkway, Suite 1000 Las Vegas, Nevada 89109 Attorney for Novartis Pharmaceuticals

(See Rule 45, Federal Rules of Civil Procedure, Parts C & D on Reverse)

PROOF OF SERVICE

DATE	PLACE
SERVED	
SERVED ON (PRINT NAME)	MANNER OF SERVICE
SERVED BY (PRINT NAME)	TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____
DATE

_____
SIGNATURE OF SERVER

_____
ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;
(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or
(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or
(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or
(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or
(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

SCHEDULE A

By its counsel, Novartis Pharmaceuticals Corporation, requests, pursuant to Rule 45 of the Federal Rules of Civil Procedure, that **MGM Grand Hotel and Casino** produce the documents responsive to the requests listed below:

DEFINITIONS

1. "AMP" or "Average Manufacturer Price" shall have the meaning set forth in 42 U.S.C. § 1396r-8(k)(1).

2. "ASP" means average sales price.

3. "AWP" or "Average Wholesale Price" means the benchmark price for drugs as periodically published by one or more pharmaceuticals industry compendia, including the Drug Topics Red Book (the "Red Book"), American Druggist First Databank Annual Directory of Pharmaceuticals ("First DataBank"), Essential Directory of Pharmaceuticals (the "Blue Book") and Medi-Span's Master Drug Database ("Medi-Span").

4. "Auditor" means any independent entity that provides an independent, third-party audit review of any aspect of medical coverage or services provided by any health plan or health and welfare fund to any of its participants or beneficiaries.

5. "Benefit Consultant" means any person or entity that provides information, counsel, or advice to any health plan or health and welfare fund regarding any medical benefit or service provided by any health plan or health and welfare fund to any participant or beneficiary.

6. "Best Price" shall have the meaning ascribed to that term pursuant to 42 U.S.C. § 1396r-8(c)(1)(C).

7. "Communication" means any form of information transmittal, including, without limitation, letters, memoranda, electronic mail, voicemail, telegrams, invoices, telephone conversations, face-to-face meetings and other similar forms of communication or correspondence.

8. "Concern" and "concerning" mean directly or indirectly referring to, relating to, regarding, constituting, comprising, containing, setting forth, summarizing, reflecting, stating, describing, recording, noting, embodying, mentioning, studying, analyzing, evidencing, discussing, or evaluating.

9. "Copy" or "copies" when used in reference to a document means any color or black-and-white reproduction of a document, regardless of whether the reproduction is made by means of carbon paper pressure, sensitive paper, photostat, xerography, or other means or process.

10. "Defendants" means the Defendants identified in the Amended Complaint filed by the State on August 1, 2003 in *In re Pharm. Indus. Average Wholesale Price Litig.*, MDL NO. 1456, Civil Action No. 01-CV-12257-PBS, relating to *State of Nevada v. Am. Home Prods., Inc. et al.*, CA NO. 02-CV-12086-PBS (Nevada II), in the United States District Court for the District of Massachusetts, and the Amended Complaint filed by the State on October 31, 2003 in *State of Nevada v. Abbott Laboratories, Inc. et al.*, CA NO. CV-02-00260-ECR (Nevada I), in the Washoe County District Court. See Exhibit A for a complete list of Defendants.

11. "Document" shall be defined to the broadest extent permitted by Rule 34 of the Federal Rules of Civil Procedure and shall mean any kind of tangible material, whether written, recorded, microfilmed, microfiched, photographed, computerized, reduced to an electronic or magnetic impulse, or otherwise preserved or rendered, and including, but not

limited to, papers, agreements, contracts, notes, memoranda, electronic or computer-transmitted messages viewed via monitor, correspondence, letters, e-mails, facsimile transmissions, statements, invoices, record books, reports, studies, analyses, minutes, working papers, charts, graphs, drawings, calendars, appointment books, diaries, indices, tapes, summaries and/or notes regarding telephone conversations, personal conversations, interviews, and meetings, and any and all other written, printed, recorded, taped, typed, duplicated, reproduced or other tangible matter in Your possession, custody or control, including, all copies which are not identical to the originals, such as those bearing marginal comments, alterations, notes, or other notations not present on the original document as originally typed, written, or otherwise prepared.

12. "EAC" or "Estimated Acquisition Cost" shall have the meaning ascribed to that term pursuant to 42 C.F.R. § 447.301.

13. The terms "Health Care Financing Administration" ("HCFA") and "Centers for Medicare and Medicaid Services" ("CMS") shall mean and refer to the division for the United States Health and Human Services directly responsible for the administration of the Medicare and Medicaid programs.

14. "Identify" means, with respect to a natural person, to state all of the following information:

(a) His or her full name, any nickname or alias; and

(b) His or her present residence and business address, and if not known, his or her last known addresses and the last known dates thereof.

15. "Independent Practice Association" means any organized group of providers whose members provide health care to any participant and/or beneficiary.

16. "MAC" means Maximum Allowable Cost and includes the meaning ascribed to that term pursuant to 42 C.F.R. § 442.332.

17. "Mail order pharmacy" means an entity that resells drugs exclusively by mail to any participant and/or beneficiary.

18. "Manufacturer" means a company that manufactures pharmaceutical products, including, without limitation, the subject drugs (as defined below).

19. "PBM" or "pharmacy benefit manager" means any organization that provide administrative services in analyzing and processing prescription claims for pharmacy benefit and coverage programs, and that may establish payment levels for providers and negotiate rebates for the manufacturer.

20. The terms "participant" and "beneficiary" mean a person for whom a health plan or health and welfare fund provides any medical or health insurance benefit.

21. "Person" means any natural person or any business, legal, or governmental entity or association.

22. "Price" means any payment made for a drug with or without discounts, rebates or other incentives affecting the cost of the drug, including reimbursement of other parties for drug-related expenditures.

23. "Provider" means any non-government entity or program that reimburses any participant or beneficiary for drugs or health care services, including, but not limited to pharmacies, specialty pharmacies, physicians, health insurance companies, health maintenance organizations, preferred provider organizations, self insurance plans, health plans, union, and welfare and benefit funds; or any person to whom You or any other entity provides reimbursement for drugs dispensed to a participant or beneficiary.

24. "Publisher" means any pharmaceutical data publishing service, including but not limited to the Drug Topics Red Book ("Red Book"), American Druggist First Databank Annual Directory of Pharmaceuticals ("First Data Bank"), Essential Directory of Pharmaceuticals ("Blue Book"), and Medi-Span's Master Drug Database ("Medi-Span").

25. "State" refers collectively to the State of Nevada, any state office, agency, or body, including but not limited to the Office of the Attorney General, Medicaid Fraud Control Unit, the Office of the Inspector General, the Department of Public Health and Human Services, the Medicaid Program, the state legislature, legislative committees, all successors and predecessors, and officials, agents, employees, commissions, boards, divisions, departments, agencies, instrumentalities, administrators and other persons or entities acting on their behalf and/or involved in administering, overseeing, or monitoring any State program, including Medicaid, that provides reimbursement for pharmaceutical products.

26. "Subject drug" or "subject drugs" means one or more of drugs listed on Exhibit B hereto.

27. "Third party administrator" means any entity that provides administrative services to any health plan, health and welfare fund, or self-insured employers concerning any medical benefit provided to any participant or beneficiary.

28. "WAC" means wholesale acquisition cost or the list prices for sales by manufacturers to wholesalers.

29. "Wholesaler" means any entity that purchases subject drugs from a manufacturer and resells such drugs to any other entity.

30. "You" or "Your" means **MGM Grand Hotel and Casino** and any of its past or present trustees, officials, officers, fiduciaries, representatives, agents, assigns, attorneys,

employees, divisions, departments, affiliates, and all other persons or entities acting or purporting to act on its behalf or under its control.

INSTRUCTIONS

1. Unless otherwise specifically stated, the requests below refer to the time period from January 1, 1991 to the present.

2. The singular form of a noun or pronoun shall include within its meaning the plural form of the noun or pronoun and vice versa; the masculine form of a pronoun shall include within its meaning the feminine form of the pronoun and vice versa; and the use of any tense of any verb shall include within its meaning all other tenses of the verb.

3. "And" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the request any information that might otherwise be construed to be outside its scope; and the terms "each," "any" and "all" mean "each and every."

4. Each request for production of documents extends to all documents in the possession, custody, or control of You or anyone acting on Your behalf. A document is to be deemed in Your possession, custody, or control if it is in Your physical custody, or if it is in the physical custody of any other person and You (a) own such document in whole or in part; (b) have a right, by contract, statute, or otherwise, to use, inspect, examine, or copy such document on any terms; (c) have an understanding, express or implied, that You may use, inspect, examine, or copy such document on any terms; or (d) have, as a practical matter, been able to use, inspect, examine, or copy such document when You sought to do so.

5. If production is requested of a document that is no longer in Your possession, custody, or control, Your response should state when the document was most recently in Your possession, custody, or control, how the document was disposed of, and the

identity of the person, if any, presently in possession, custody, or control of such document. If the document has been destroyed, state the reason for its destruction.

6. Provide the following information for each document withheld on the grounds of privilege:

(a) its date;

(b) its title;

(c) its author;

(d) its addressee(s);

(e) the specific privilege under which it is withheld;

(f) its general subject matter; and

(g) a description of it that You contend is adequate to support Your contention that it is privileged.

7. These requests for production of documents are continuing in nature pursuant to Rule 26 of the Federal Rules of Civil Procedure so as to require, whenever necessary, continuing production and supplementation of responses between the initial date for production set forth above and the time of trial.

8. The documents produced must be produced as they are kept in the usual course of business or organized and labeled to correspond with the request number to which the documents are responsive.

9. To the extent that You consider any of the following requests for production of documents objectionable, please respond to the remainder of the production request, and separately state the part of each request to which You object and each ground for each objection.

DOCUMENTS TO BE PRODUCED

1. All documents concerning any communications with the State, including counsel for the State, concerning reimbursement, payment or prices of any subject drug.

2. All documents concerning or reflecting any definition or meaning of AWP.

3. All documents concerning or reflecting any definition or meaning of WAC.

4. All documents that reflect, discuss, memorialize, or otherwise concern Your setting of reimbursement or payment rates in the State for any subject drug.

5. All documents and data that You or someone acting on Your behalf relied upon in setting reimbursement or payment rates in the State for any subject drug.

6. All minutes from meetings where reimbursement or payment for subject drugs in the State was discussed, including meetings where the setting of reimbursement or payment rates was discussed.

7. All documents concerning or reflecting the costs to providers of any subject drug in the State.

8. All documents concerning or reflecting the amounts You reimburse providers for any subject drug in the State.

9. All documents concerning or reflecting any difference between the costs to providers of any subject drug and the amounts You reimburse providers for such subject drug in the State.

10. All documents concerning or reflecting Your awareness that the costs to providers of subject drugs are different from the amounts You reimburse providers for subject drugs in the State.

11. All transaction records maintained in a database or other electronic format concerning amounts reimbursed or paid by You for subject drugs in the State.

12. All transaction records maintained in a database or other electronic format concerning rebates or discounts received by You for subject drugs in the State.

13. All documents concerning Your claims processing policies and procedures.

14. All documents reflecting any payments made by You that were based in whole or in part on the AWP of any subject drug in the State.

15. All documents reflecting any payments made by You that were based in whole or in part on a reimbursement benchmark other than AWP for any subject drug in the State.

16. All documents concerning any communications between You and providers concerning reimbursement, payment or prices of any subject drug in the State.

17. All documents concerning any requests by You for any information concerning the prices, costs, or reimbursement for subject drugs in the State, including but not limited to contracts, memoranda of understanding, agreements, provider contracts, or communications concerning the calculation, monitoring, tracking, processing, or payment of claims for subject drugs in the State.

18. All documents concerning Your decision to rely on, reliance on, or use of drug pricing information published by any publisher for any subject drug in the State.

19. All documents created by or received from any publisher, including but not limited to drug pricing information, and communications, memoranda, contracts or agreements between You and any publisher regarding any subject drug in the State.

20. All documents concerning or referring to any difference between an AWP, or any other reimbursement benchmark, and an actual payment by You or anyone else for any subject drug in the State.

21. To the extent not otherwise produced, all documents concerning AWP, AMP, WAC, MAC (including, but not limited to, all MAC lists), EAC, Best Price or any other drug pricing, payment or reimbursement information for any subject drug.

22. All documents concerning Your potential or actual contractual relationships with PBMs, third party administrators, benefit consultants, auditors, wholesalers, manufacturers, insurers, independent practice associations, retailers, mail order pharmacies, providers, trade associations, or lobbyists, insofar as they cover reimbursement, purchasing, or expenditures of subject drugs in the State, including but not limited to, master agreements, addenda, schedules, attachments, requests for proposal, responses to requests for proposal, invoices, evidence of payments, performance reports, presentations, rebates, audit reports, drug cost models, annual client reviews and correspondence.

23. Documents sufficient to identify all persons involved in negotiation of contractual relationships with PBMs, third party administrators, benefit consultants, auditors, wholesalers, manufacturers, independent practice associations or providers insofar as they cover any subject drug in the State.

24. All documents concerning any profit or loss or expenditure analysis You have performed or received concerning Your reimbursement or payment for any subject drug in the State.

25. All documents concerning any internal or external, formal or informal, investigations, studies, research, comparisons, assessments, analyses, reviews or audits regarding

drug pricing or reimbursement or payment amounts or rates for any subject drug in the State, including but not limited to audits of You, vendors, providers or third party administrators, as well as any documents concerning any actions taken or considered by You in response to or following such investigations, etc., and documents concerning any consideration of the effect of such reimbursement amounts or rates on beneficiary access.

26. All documents concerning any communications with any state or federal government entity made by You or on Your behalf that refer to or concern AWP.

27. All documents created by or received from CMS, United States Department of Health and Human Services, The Health and Human Services Office of the Inspector General, the General Accounting Office, Congress or any other federal or state institution, agency, department, or office concerning prices, costs, or reimbursement for pharmaceutical products.

28. All documents provided to CMS, United States Department of Health and Human Services, the Department of Health and Human Services Office of the Inspector General, the General Accounting Office, Congress, or any other federal or state institution, agency, department, or office regarding the pricing of any subject drug in the State.

29. All documents produced by You in any litigation, government investigation or inquiry concerning the use of AWP in Medicare, Medicaid or private reimbursement.

30. All documents concerning any communications with PBMs, third party administrators, benefits consultants, auditors, wholesalers, manufacturers, independent practice associations, mail order pharmacies or providers concerning AWP, or the limiting, containing or controlling costs of prescription drugs or the reimbursement for subject drugs in the State.

31. All documents concerning any communications with any trade group, trade association or trade organization, including but not limited to, the Human Resources Policy

Association, the Self-Insurance Institute of America, Inc., or the International Foundation of Employee Benefit Plans, concerning AWP, the limiting, containing or controlling costs of prescription drugs or the reimbursement for subject drugs in the State.

32. All documents concerning any communications with any other person or entity concerning AWP, the limiting, containing or controlling the cost of prescription drugs or the reimbursement for subject drugs in the State.

33. All documents, including correspondence, that report, discuss, or evaluate the existence and magnitude of undisclosed discounts or rebates from manufacturers.

34. All documents concerning the profitability of a person in the pharmaceutical distribution chain, including, but not limited to, manufacturers, wholesalers, distributors, PBMs, insurers, third party administrators, independent practice associations, and providers.

35. All documents concerning Your use of pharmacy benefit consultants.

36. All documents concerning Your use of pharmacy benefit managers.

37. All documents consisting of, referring or concerning requests for proposal and responses to requests for proposal requested from or submitted by any PBM or third party administrator for any subject drug in the State.

38. All documents that analyze, predict, or compare the financial consequences of self-insuring versus insuring through a third party.

39. All rebate reports received from any PBM or third party administrator for any subject drug in the State.

40. All utilization reports received from any PBM or third party administrator for any subject drug in the State .

41. All documents concerning any legislative or administrative efforts to alter or change pharmaceutical reimbursement.

42. All current and historical organizational charts or similar document(s) that identify Your employees involved or in any way responsible for the administration or oversight of Your prescription drug reimbursement program in the State, including but not limited to all directors or similar officials.

EXHIBIT A

Abbott Laboratories Inc.

Amgen Inc.

Apothecon, Inc.

Astrazeneca Pharmaceuticals L.P.

Astrazeneca US

Aventis Behring L.L.C.

Aventis Pharmaceuticals Inc.

Baxter Healthcare Corporation

Baxter International Inc.

Bayer Corp.

Bedford Laboratories

Ben Venue Laboratories Inc.

Boehringer Ingelheim Corp.

Bristol-Myers Squibb Company

B. Braun of America, Inc.

Centocor, Inc.

Dey, Inc.

Fujisawa Healthcare, Inc.

Fujisawa USA, Inc.

Gensia, Inc.

Gensia Sicor Pharmaceuticals, Inc.

GlaxoWellcome, Inc.

GlaxoSmithKline, P.L.C.

Hoechst Marion Roussel, Inc.

Immunex Corp.

Janssen Pharmaceutica Products, L.P.

Johnson & Johnson

McNeil-PPC, Inc.

Novartis Pharmaceuticals Corp.

Oncology Therapeutics Network Corp.

Ortho Biotech

Pfizer, Inc.

Pharmacia Corp.

Pharmacia & Upjohn, Inc.

Schering-Plough Corp.

Sicor, Inc.

SmithKline Beecham Corp.

TAP Pharmaceutical Products, Inc.

Warrick Pharmaceuticals Corp.

Watson Pharmaceuticals, Inc.

Zeneca, Inc..

EXHIBIT B

ALL DRUGS LISTED BELOW ARE SUBJECT TO THESE DISCOVERY REQUESTS

Drug Name
Acetylcyst
Acyclovir
A-Methapred
Amikacin
Amikacin Sul
Aminosyn
Biaxin
Calcijex
Cimetidine
Clindamycin
Depakote
Depakote SPR
Dextrose
Dextrose w/ Sodium Chloride
Diazepam
Ery-Tab
Erythromycin Cap
Erythromycin Tab BS
Fentanyl CIT
Furosemide
Gentamicin
Heparin Lock
Leucovor CA
Lorazepam
Prevacid CAP
Prevacid GRA
Sod Chloride
Sodium Chloride SOL
Tobra/Nacl
Tobramycin
Vancomycin
Beconase AQ SPR
Flonase SPR
Serevent AER
Serevent AER INS
Serevent AER RF
Serevent DIS MIS
Aranesp

Drug Name
Enbrel
Epogen
Kineret
Neulasta
Neupogen
Accolate
Arimidex
Casodex
Diprivan
Nolvadex
Seroquel
Zestril
Zoladex
Zomig
Zomig ZMT
Atacand
Atacand HCT
Entocort EC
Nexium
Prilosec
Pulmicort INH
Pulmicort SUS
Rhinocort AER
Rhinocort SUS
Toprol XL
Allegra
Allegra-D
Amaryl
Anzemet
Arava
Azmacourt
Calcimar
Carafate
Cardizem CAP
Cardizem INJ
Cardizem TAB
Gammar PIV
Gammar-P IV
Intal
Intal INH
Nasacort
Nasacort AQ

Drug Name
Taxotere
Trental
Dextrose
Dextrose FL CONT
Dextrose NACL
Dextrose SOL LR
Heparin SOD/D5W
Heparin SOD/NACL
Sodium Chloride
Sodium Chloride SOL IRR
Aggrastat
Ativan
Bebulin VH
Brevibloc
Brevibloc SOL
Buminate
Cisplatin
Claforan/D5W
Dextrose
Dextrose PGBK
Doxorubicin
Gammagard SD
Gentam/NACL
Gentran 40
Gentran 75
Gentran/Trav
Heparin Lock
Iveegam
Iveegam EN
Osmitrol
Osmitrol VFX
Recombinate
Sod Chloride
Sodium Chlor Sol
Travasol
Travasol w/Dextrose
Vancocin HCL
Vancocin/DEX
Cipro
Cipro Cystit Tab
Cipro I.V.

Drug Name
Cipro XR
DTIC-DOME
Gamimune N
Koate-HP
Kogenate
Kogenate FS SOL
Mithracin
Acyclovir Sodium
Amikacin Sulfate
Cytarabine
Etoposide
Leucovorin Calcium
Paraplatin
Blenoxane
Cytoxan
Etopophos
Rubex
Taxol
Vepesid
Videx EC
Avapro
Buspar
Cefzil
Glucophage
Clucovance
Monopril
Plavix
Serzone
Tequin
Coumadin
Amikacin Sulfate
Amphotercin B
Acyclovir Sodium
Amikacin Sulfate
Cytarabine
Doxorubicin HCL
Etoposide
Leucovor CA
Leucovor CA TAB
Lecovorin Calcium 50 MG

Drug Name
Methotrexate
Methotrexate Sodium
Mitomycin
Vinblastine Sulfate
Amerge
Imitrex
Imitrex KIT
Imitrex SPR
Imitrex TAB
Zofran SOL
Zofran TAB
Zofran ODT
Acetylcysteine
Albuterol AER
Albuterol NEB
Cromolyn SOD NEB
Ipratropium SOL INHAL
Metaproteren NEB
Aristocort
Aristocort TAB
Aristocort A CRE
Aristocort A OIN
Aristospan
Cefizox
Cefizox/D5W
Cyclocort CRE
Cyclocort LOT
Cyclocort OIN
Lyphosin
Nebupent or Pentam 300
Prograf CAP
Prograf
Vinblastine Sulfate
Acyclovir Sodium
Dexamethasone Sodium Phosphate
Doxorubicin Hydrochloride
Fluorouracil
Gentamicin Sulfate
Amikacin Sulfate
Amphotercin B

Drug Name
Etoposide
Leucovorin Calcium
Advair Disku MIS
Agenerase CAP
Agenerase SOL
Alkeran
Alkeran TAB
Ceftin SUS
Ceftin TAB
Combivir TAB
Daraprim TAB
Epivir SOL
Epivir TAB
Epivir HBV SOL
Epivir HBV TAB
Flovent AER
Flovent ROTA AER
Imitrex
Kytril
Kytril TAB
Lamictal CHW
Lamictal TAB
Lanoxin TAB
Lanoxin PED ELX
Leukeran TAB
Mepron SUS
Myleran TAB
Navelbine INJ
Paxil SUS
Paxil TAB
Paxil CR TAB
Purinethol TAB
Relenza MIS DISKHALE
Retrovir CAP
Retrovir
Retrovir SYP
Retrovir TAB
Thioguanine TAB
Trizivir TAB
Valtrex TAB
Ventolin HFA AER
Wellbutrin TAB
Zantac TAB

Drug Name
Ziagen SOL
Ziagen TAB
Zofran TAB
Zovirax CAP
Zovirax
Zovirax SUS
Zovirax TAB
Zyban TAB
Leucovorin CA
Leucovorin CA TAB
Leukine
Methotrexate
Novatrone
Thioplex
Remicade
Aciphex TAB
Duragesic DIS
Reminyl SOL
Reminyl TAB
Risperdal SOL
Risperdal TAB
Sporanox CAP
Sporanox CAP PULSEPAK
Bicitra SOL
Elmiron CAP
Haldol
Haldol Decan
Levaquin TAB
Mycelex TRO
Pancrease CAP
Pancrease MT CAP
Parafon Fort TAB DSC
Polycitra SYP
Polycitra-K POW CRYSTALS
Polycitra-K SOL
Polycitra-LC SOL
Regranex GEL
Testoderm DIS
Tolectin TAB
Tolectin DS CAP
Topamax CAP
Topamax TAB

Drug Name
Tylenol/Cod TAB
Tylox CAP
Ultracet TAB
Ultram TAM
Urispas TAB
Vascor TAB
Flexeril TAB
Clozaril TAB
Combipatch DIS
Comtan TAB
Diovan
Diovan HCT
Elidel
Estraderm DIS
Exelon CAP
Exelon SOL
Famvir
Femara TAB
Focalin
Lamisil SPR
Lamisil TAB
Lamprene CAP
Lescol CAP
Lescol XL TAB
Lotensin TAB
Lotensin HCT TAB
Lotrel CAP
Miacalcin INJ
Miacalcin SPR
Parlodel CAP
Parlodel TAB
Rescula
Ritalin TAB
Ritalin LA CAP
Starlix TAB
Tegretol CHW
Tegretol SUS
Tegretol TAB
Tegretol XR TAB
Trileptal TAB
Vivelle DIS
Vivelle-DOT DIS
Voltaren Opthalmic

Drug Name
Zaditor
Zelnorm
Floxin TAB
Terazol 3 CRE
Terazol 3 SUP
Terazol 7 CRE
Procrit INJ
Erycette PAD
Grifulvin V SUS
Grifulvin V TAB
Monistat CRE DERM
Renova CRE
Retin-A CRE
Retin-A GEL
Retin-A CRE LIQ
Retin-A MICR GEL
Spectazole CRE
Accupril TAB
Accuretic TAB
Cardura TAB
Celontin CAP
Dilantin CAP
Dilantin CHW
Dilantin-125 SUS
Estrostep FE TAB
Femhrt 1/5 TAB
Lipitor TAB
Lopid TAB
Minizide CAP
Nardil TAB
Neurontin CAP
Neurontin SOL
Neurontin TAB
Nitrostat SUB
Renese TAB
Rescriptor TAB
Viracept POW
Viracept TAB
Zarontin CAP
Zarontin SYP
Zithromax
Zithromax POW

Drug Name
Zithromax SUS
Zithromax TAB
Zithromax TAB TRI-PAK
Zithromax TAB Z-PAK
Zoloft CON
Zoloft TAB
Zyrtec SYP
Zyrtec TAB
Adriamyc PFS INJ
Adriamyc RDF INJ
Adrucil INJ
Amphocin INJ
Amphotercin B
Bleomycin Sulfate
Celebrex CAP
Cleocin-T GEL
Cleocin-T LOT
Cleocin-T PAD
Cleocin-T SOL
Cytarabine (Cytosar-U)
Depo-Testost INJ
Etoposide
Neosar INJ
Solu-Cortef INJ
Solu-Medrol INJ
ToposarINJ
Vincasar PFS INJ
Cellcept CAP
Cellcept SUS
Cellcept TAB
Cellcept IV INJ
Kytril INJ
Kytril SOL
Kytril TAB
Clarinex TAB
Claritin SYP
Claritin TAB
Claritin TAB REDITABS
Claritin-D TAB
Diprolene GEL
Diprolene LOT

Drug Name
Diprolene OIN
Diprolene AF CRE
Diprosone AER
Diprosone CRE
Elocon CRE
Elocon LOT
Elocon OIN
Eulexin CAP
Integrilin INJ
Intron-A INJ
Intron-A INJ PEN
Intron-A KIT
Lotrisone LOT
Nasonex SPR
Peg-Intron KIT
Proventil AER
Proventil NEB
Rebetol CAP
Temodar CAP
Trinalin Rep TAB CR
Vanceril
Albuterol
Clotrimazole
Griseofulvin, Ultramicrocry
ISMN
Oxaprozin
Perphenazine
Potassium Chloride
Sodium Chloride
Sulcrafate Tablets
Theophylline
Acyclovir Sodium
Amikacin Sulfate
Doxorubicin HCL
Etoposide
Leucovorin Calcium
Pentamidine Isethionate
Tobramycin Sulfate
Prevacid
Dexamethasone Acetate

Drug Name
Dexamethasone Sodium Phospate
Diazepam TAB
Diazepam CI-V
Estradiol TAB
Ferrlecit SOL
Fluphenazine HCL
Gemfibrozil
Gentamicin Sulfate
Imipramine HCL
Infed
Lorazepam TAB
Nadolol
Perphenazine
Propranolol TAB
Ranitidine TAB
Vancomycin HCL
Verapamil HCL

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

In re: PHARMACEUTICAL INDUSTRY AVERAGE WHOLESALE PRICE LITIGATION THIS DOCUMENT RELATES TO: STATE OF NEVADA v. ABBOTT LABORATORIES, ET AL., CA No. 02-CV-00260-ECR (Nevada I), and STATE OF NEVADA v. AMERICAN HOME PRODUCTS, ET AL., CA No. 02-CV-12086-PBS (Nevada II)	MDL No. 1456 Civil Action: 01-CV-12257-PBS Judge Patti B. Saris

NOTICE OF SUBPOENAS

TO: ALL COUNSEL OF RECORD

PLEASE TAKE NOTICE THAT pursuant to Rule 45 of the Federal Rules of Civil Procedure, Defendant Novartis Pharmaceuticals Company, by its attorneys, on behalf of themselves and all defendants in the above captioned case, has served the attached subpoenas upon (i) Southwest Airlines; (ii) SBC Communications; (iii) Mandalay Bay Resort & Casino; (iv) MGM Grand Hotel and Casino; and (v) The Mirage Casino and Hotel for production of the documents described in Schedule A to the subpoenas on December 12, 2005.

Dated: New York, New York
November 14, 2005

KAYE SCHOLER, LLP
By: Mark D. Godler
Mark D. Godler
Samuel N. Lonergan
425 Park Avenue
New York, New York 10022
(212) 836-8000
Attorneys for Defendant
Novartis Pharmaceuticals Company

Issued by the
UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

In re: PHARMACEUTICAL INDUSTRY AVERAGE WHOLESALE PRICE LITIGATION

SUBPOENA IN A CIVIL CASE

THIS DOCUMENT RELATES TO:

STATE OF NEVADA v. ABBOTT LABORATORIES, ET AL., CA No. 02-CV-00260-ECR (Nevada I), and

STATE OF NEVADA v. AMERICAN HOME PRODUCTS, ET AL., CA No. 02-CV-12086-PBS (Nevada II)

MDL No. 1456

Civil Action No. 01-CV-12257-PBS
Judge Patti B. Saris
(Case Pending in United States District Court, District of Massachusetts)

TO: The Mirage Casino and Hotel
(owned by MGM Mirage)
Agent: Corporation Trust Company of Nevada
6100 Neil Road, Suite 500
Reno, Nevada 89511

☐ YOU ARE COMMANDED to appear in the United States District Court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified above(list documents or objects):

See Exhibit A attached hereto

PLACE	DATE AND TIME
Molezzo Reporters 9460 Double R Blvd., #103 Reno, Nevada	December 12, 2005 9:00 a.m.

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)	DATE
Attorney for	Nov 14, 2005

Kelly A. Evans, Esq., 3800 Howard Hughes Parkway, Suite 1000 Las Vegas, Nevada 89109 Attorney for Novartis Pharmaceuticals

(See Rule 45, Federal Rules of Civil Procedure, Parts C & D on Reverse)